

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

Courtesy Copy  
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Document # 33

-----X  
CAPITAL ONE, NATIONAL ASSOCIATION,  
successor by merger to North Fork Bank,

Plaintiff,

- against -

DANIEL A. HESSE, IFS CAPITAL LLC, NEW YORK  
STATE DEPARTMENT OF TAXATION AND  
FINANCE, NORTH SHORE LEASING & FUNDING,  
INC., UTICA MUTUAL INSURANCE COMPANY,  
GRAPHIC ARTS MUTUAL INSURANCE COMPANY,  
GERALDINE BIELLO, NICHOLAS IORIO, MARIAN  
IORIO, FRED DESANTI, KENNETH REID,  
WASHINGTON INTERNATIONAL INSURANCE  
COMPANY,

"JOHN DOE #1" through "JANE DOE #80," the last  
eighty names being fictitious and unknown to the Plaintiff,  
the person or parties intended being the person or parties, if  
any, having or claiming an interest in or lien upon the  
mortgage premises described in the Complaint,

Defendants.  
-----X

**JUDGMENT OF**  
**FORECLOSURE AND**  
**SALE**

Case No. 13-cv-02905-  
SJF-ARL

Foreclosure of: 280  
Knickerbocker Avenue  
a/k/a 280, 282 and 284  
Knickerbocker Avenue,  
Bohemia, New York  
District 0500

Section 193.00

Block 01.00

Lot 016.020s

**FILED**  
IN CLERK'S OFFICE  
DISTRICT COURT E D N Y



NOV 06 2013



**LONG ISLAND OFFICE**

On the Summonses in a Civil Action ("the Summons") and Verified Complaint ("Complaint") filed in the Clerk's Office of the United States District Court of the Eastern District of New York on May 17, 2013; on the Notice of Pendency of action filed in the Office of the Suffolk County Clerk on June 4, 2013; on the affidavits of service of the Summons upon the defendants, all of which were duly filed with the Clerk of the Court; on the affirmation of regularity of Maryam Franzella, an associate with the law firm of LAZER, APTHEKER, ROSELLA & YEDID, P.C., the attorneys for Plaintiff, Capital One, National Association ("Capital One") dated November 4, 2013; on the

affirmation as to attorneys' fees and bill of costs of Maryam Franzella, dated November 4, 2013; on the Affidavit as to amounts due to Capital One of John Szeman, Vice President of Capital One, sworn to on the 4<sup>th</sup> day of November, 2013; and upon all of the proceedings had herein, the Court finds that:

This action was brought to foreclose a mortgage dated February 4, 2002 (the "Consolidated Mortgage"), and recorded in the Office of the Clerk of Suffolk County on February 15, 2002 in Liber 20027 Page 672, encumbering real property situate within the County of SUFFOLK, State of New York, known as 280 Knickerbocker Avenue a/k/a 280, 282 and 284 Knickerbocker Avenue, Bohemia, New York (District: 0500, Section: 193.00, Block: 01.00, Lot: 016.020) ("Mortgaged Premises");

Defendants, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, NORTH SHORE LEASING & FUNDING, INC., UTICA MUTUAL INSURANCE COMPANY, GRAPHIC ARTS MUTUAL INSURANCE COMPANY, GERALDINE BIELLO, NICHOLAS IORIO, MARIAN IORIO, FRED DESANTI, KENNETH REID, WASHINGTON INTERNATIONAL INSURANCE COMPANY, JOHN DOE #1 (JIM SAYERS D/B/A JIMBO'S DELI AND PIZZA) AND JANE DOE #2 (STRESSFREE DRIVING SCHOOL) have been duly served with copies of the Summons and Complaint and have not answered or moved with respect to the Summons and Complaint and the time for them to do so has expired and has not been extended by court order or otherwise; and it does not appear that any defendant is an infant, incompetent, or absentee, or in the military service as defined by the Military Law and

the Soldiers' and Sailors' Civil Relief Act; accordingly the aforementioned defendants are in default and, as such, a default was entered against the aforementioned defendants pursuant to the Clerk's Certificate of Default docketed on October 3, 2013 and October 9, 2013;


Defendants DANIEL A. HESSE, IFS CAPITAL LLC interposed a verified answer dated August 2, 2013, which they withdrew by letter filed with this Court on October 4, 2013;


The amount due on the Consolidated Note and Mortgage as of November 1, 2013, as set forth in accompanying affidavit of John Szeman, sworn to on the 4<sup>th</sup> day of November, 2013 and the affirmation of Maryam Franzella as to attorneys' fees dated November 4, 2013, is the total sum of **\$307,709.37** as follows:

a. Principal	\$226,448.50
b. Interest (including default Interest at the rate of 12.25% from 9/1/12)	\$27,554.16
c. Late Fees	\$10,021.82
d. Negative Escrow for Real Estate Taxes	\$15,291.28
e. Appraisal charges	\$5,450.00
f. Attorneys' fees (as of October 30, 2013)	\$20,818.50
g. Costs	\$2,125.11

NOW, on request of LAZER, APTHEKER, ROSELLA AND YEDID, P.C., attorneys for Plaintiff, it is

ORDERED, ADJUDGED and DECREED, that the mortgaged premises described in the Complaint in this action, as hereinafter described, or such part thereof as may be sufficient to discharge the mortgage debt under the consolidated note and consolidated

mortgage, the expenses of sale and the costs of this action, be sold in one parcel as follows: 280 Knickerbocker Avenue a/k/a 280, 282 and 284 Knickerbocker Avenue, Bohemia, New York (District: 0500, Section: 193.00, Block: 01.00, Lot: 016.020, at public auction to be held in the lobby of the United States District Court for the Eastern District of New York, 100 Federal Plaza, Central Islip, New York 11722 by and under the direction of William Wexler, Esq. 

who is hereby appointed Referee for that purpose; in the absence of the designated Referee, the Court will designate a substitute Referee forthwith; that said Referee give public notice of the time and place of said sale according to law and the practice of this Court by advertising in the Suffolk County Edition of Newsday, a daily newspaper  and that the Plaintiff or any other parties to this action may become the purchaser or purchasers at such sale; that in case the Plaintiff or any assignee of the Plaintiff shall become the purchaser at the said sale, they shall not be required to make any deposit thereon; that said Referee execute to the purchaser or purchasers on such sale a deed of the premises sold; that in the event a party other than the Plaintiff or the Plaintiff's assignee becomes the purchaser or purchasers at such sale, they shall be required to tender a deposit of 10% of the purchase price in certified funds and the closing of title shall be had thirty days after such sale unless otherwise stipulated by all parties to the sale; and it is further

ORDERED, ADJUDGED and DECREED, that the Referee, upon receiving the proceeds of the sale, shall forthwith pay therefrom, in accordance with their priority

according to law, the taxes, assessments, sewer rents or water rates which are or may become liens on the premises at the time of sale with such interest or penalties which may lawfully have accrued thereon to the date of payment; and it is further

ORDERED, ADJUDGED and DECREED, that said Referee then deposit the balance of said proceeds of sale in his/her own name as Referee **in any local banking institution insured by the FDIC** and shall thereafter make the following payments and his/her checks drawn for that purpose shall be paid by said depository:

FIRST: The statutory fee of the Referee in the sum of \$500.00;

SECOND: The expenses of sale and the advertising expenses as shown on the bills presented and certified by the Referee to be correct, duplicate copies of which shall be annexed to the Report of Sale;

THIRD: Said Referee shall also pay to the Plaintiff, or Plaintiff's attorney, the sum of **\$2,125.11** adjudged to the Plaintiff for costs and disbursements in this action to be taxed by the Clerk and inserted herein, with interest thereon from the date hereof; together with an additional allowance of \$ \_\_\_\_\_ hereby awarded to the Plaintiff in addition to costs, with interest thereon from the date hereof; and also the sum of **\$284,765.76**, the said amount so reported due as aforesaid, together with interest thereon from **November 1, 2013**, the date interest was calculated to in the affidavit of John Szeman sworn to on the 4<sup>th</sup> day of November, 2013, or so much

*(Handwritten signature)*

thereof as the purchase money of the mortgaged premises will pay the same, together with any advances necessarily paid by the Plaintiff for taxes, fire and other casualty insurance, principal and interest to prior mortgagees to preserve and/or maintain the premises not previously included in any computations, upon presentation of receipts for said expenditures to the Referee, together with **\$20,818.50** hereby awarded to the Plaintiff as reasonable legal fees herein, together with any advances as provided for in the note and mortgage, which Plaintiff has made for taxes, insurance, principal and interest and any other charges due to prior mortgages, or to maintain the premises pending consummation of this foreclosure sale, not previously included in the computation and upon presentation of receipts for said expenditures to the Referee, all together with interest thereon pursuant to the note and mortgage;

FOURTH: If such Referee intends to apply for a further allowance for his/her fees, he/she may leave upon deposit such amount as will cover such additional allowance, to await the further Order of this Court thereon after application duly made upon due notice to those parties entitled thereof.

That in case the Plaintiff be the purchaser of said mortgaged premises at said sale, or in the event that the rights of the purchasers at said sale and the terms of sale under this

judgment shall be assigned to and be acquired by the Plaintiff, and a valid assignment thereof filed with said Referee, said Referee shall not require the Plaintiff to pay in cash the entire amount bid at said sale, but shall execute and deliver to the Plaintiff, or its Assignee, a deed or deeds of the premises sold upon the payment to said Referee of the amounts specified above in items marked "FIRST" and "SECOND" and the amounts of the aforesaid taxes, assessments, sewer rents and water rates, with interest and penalties thereon, or, in lieu of the payment of said last mentioned amounts, upon filing with said Referee receipts of the proper municipal authorities showing the payment thereof; that the balance of the amount bid after deducting therefrom the aforesaid amounts paid by the Plaintiff for Referee's fees, advertising expenses, taxes, assessments, sewer rents and water rates shall be allowed to the Plaintiff and applied by said Referee upon the amounts due to the Plaintiff as specified above in item marked "THIRD"; that if after so applying the balance of the amount bid, there shall be a surplus over and above the said amounts due to the Plaintiff, the Plaintiff shall pay to the said referee upon delivery to Plaintiff of said Referee's deed, the amount of such surplus; that said Referee, upon receiving said several amounts from the Plaintiff, shall forthwith pay therefrom said taxes, assessments, sewer rents and water rates, with interest and penalties thereon, unless the same have already been paid, and shall deposit the balance.

The said Referee take the receipt of the Plaintiff, or the attorneys for the Plaintiff, for the amounts paid as directed in item "THIRD" above, and file it with his/her report of sale; that he/she deposit the surplus monies, if any, with the aforesaid depository within

five days after the same shall be received and be ascertainable, to the credit of this action, to be withdrawn only on an order of this Court, signed by a justice of this Court. The Referee shall make his/her report of such sale under oath showing the disposition of the proceeds of the sale and accompanied by the vouchers of the persons to whom payments were made, and shall file it with the Clerk of the Court within thirty (30) days after the completing the sale and executing the proper conveyance to the purchaser, and that if the proceeds of such sale be insufficient to pay the amount reported due to the Plaintiff with interest and costs as aforesaid, the Referee shall specify the amount of such deficiency in his/her report of sale; that the Plaintiff recover from the Defendant DANIEL A. HESSE the whole deficiency or so much thereof as the Court may determine to be just and equitable of the residue of the mortgage debt remaining unsatisfied after a sale of the mortgaged premises and the application of the proceeds thereof, provided a motion for a deficiency judgment shall be made as prescribed in section 1371 of the Real Property Actions and Proceedings Law within the time limited therein, and the amount thereof determined and awarded by an Order of this Court as provided for in said section; and it is further

ORDERED, that the purchaser or purchasers at said sale be let into possession on production of the Referee's deed or deeds; and it is further

ORDERED, ADJUDGED AND DECREED, that each and all of the Defendants in this action and all persons claiming under them, or any or either of them, after the filing of the notice of such notice of pendency of this action, be and they are hereby



forever barred and foreclosed of all right, claim, lien, title, interest and equity or redemption in said mortgaged premises, and each and every part thereof; and it is further

ORDERED, ADJUDGED AND DECREED, that said premises is to be sold in one parcel in "as is" physical order and condition, subject to any state of facts that an inspection of the premises would disclose; any state of facts that an accurate survey of the premises would show; any covenants, restrictions, declarations, reservations, easements, rights of way and public utility agreements of record, if any; any building and zoning ordinances of the municipality in which the mortgaged premises is located and possible violations of same; any rights of tenants or persons in possession of the subject premises; prior liens of record, if any, except those liens addressed in section 1354 of the Real Property Actions and Proceedings Law; any equity of redemption of the UNITED STATES OF AMERICA to redeem the premises pursuant to federal law; and it is further

ORDERED, that if the Referee cannot serve herein, the Court may appoint a Substitute Referee upon proper application; and it is further;

ORDERED, that the caption be amended by deleting the references to "John Doe" and "Jane Doe," and the language appearing in the caption thereafter, and adding JIM SAYERS D/B/A JIMBO'S DELI AND PIZZA AND STRESSFREE DRIVING SCHOOL, and all papers and pleadings heretofore had herein are deemed amended accordingly; and it is further

ORDERED, that the caption is hereby amended and shall read as follows:

-----X;

CAPITAL ONE, NATIONAL ASSOCIATION,  
successor by merger to North Fork Bank,

Plaintiff,

- against -

DANIEL A. HESSE, IFS CAPITAL LLC, NEW YORK  
STATE DEPARTMENT OF TAXATION AND FINANCE,  
NORTH SHORE LEASING & FUNDING, INC.,  
UTICA MUTUAL INSURANCE COMPANY,  
GRAPHIC ARTS MUTUAL INSURANCE COMPANY,  
GERALDINE BIELLO, NICHOLAS IORIO, MARIAN IORIO,  
FRED DESANTI, KENNETH REID, WASHINGTON  
INTERNATIONAL INSURANCE COMPANY,  
JIM SAYERS D/B/A JIMBO'S DELI AND PIZZA AND  
STRESSFREE DRIVING SCHOOL

Case No.  
13-cv-02905-SJF-ARL

-----X; and it is further;

ORDERED that a judgment shall be entered reforming the 1996 Modification and Extension Agreement, the \$231,229.55 Mortgage, the Consolidated Mortgage and the Consolidated Loan ALR, as defined in the Verified Complaint, to the extent that the property description referred to in the "Schedule A" pages annexed thereto contain an incorrect course description, by including the phrase "arc of a curve bearing to the right", which phrase should be corrected to read "arc of a curve bearing to the left"; and it is further

ORDERED, that a copy of this Judgment with Notice of Entry shall be served upon the owner of the equity of redemption, any tenants named in this action and any other party entitled to notice; and it is further

Said premises are commonly known as 280 Knickerbocker Avenue a/k/a 280, 282 and 284 Knickerbocker Avenue, Bohemia, New York. A description of said mortgaged premises is annexed hereto and made a part hereof as Schedule "A".

ENTER :

11/6/13

s/ Sandra J. Feuerstein

J.S.C. U.S.D.J.



**SCHEDULE A  
DESCRIPTION**

**District 0500, Section 193.00, Block 01.00 and Lot 016.020**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Holbrook (Bohemia), Town of Islip, County of Suffolk and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the Westerly side of Knickerbocker Avenue at the extremely Northerly end of an arc of a curve which connects the Northerly side of McCormick Drive with the Westerly side of Knickerbocker Avenue;

RUNNING THENCE Southwesterly along the above mentioned arc of a curve bearing to the left and having a radius of 25.00 feet, a length of 39.27 feet;

THENCE North 84 degrees 00 minutes 20 seconds West along the Northerly side of McCormick Drive, 81.73 feet;

THENCE North 5 degrees 59 minutes 40 seconds East, 200.00 feet;

THENCE South 84 degrees 00 minutes 20 seconds East, 106.73 feet to the Westerly side of Knickerbocker Avenue;

THENCE South 5 degrees 59 minutes 40 seconds West along the Westerly side of Knickerbocker Avenue, 175.00 feet to the point or place of BEGINNING.

**Premises known as 280 Knickerbocker Avenue a/k/a 280, 282 and 284 Knickerbocker Avenue, Bohemia, New York**

# UNITED STATES DISTRICT COURT

Southern

District of

New York

CAPITAL ONE, NATIONAL ASSOCIATION

## BILL OF COSTS

V.

DANIEL A. HESSE et. al.

Case Number: 13-cv-02905-SJF-ARL

Judgment having been entered in the above entitled action on \_\_\_\_\_ against All Defendants,  
the Clerk is requested to tax the following as costs:

Fees of the Clerk .....	\$ 480.00
Fees for service of summons and subpoena .....	1,140.00
Fees of the court reporter for all or any part of the transcript necessarily obtained for use in the case .....	
Fees and disbursements for printing .....	
Fees for witnesses (itemize on page two) .....	0.00
Fees for exemplification and copies of papers necessarily obtained for use in the case .....	
Docket fees under 28 U.S.C. 1923 .....	
Costs as shown on Mandate of Court of Appeals .....	
Compensation of court-appointed experts .....	
Compensation of interpreters and costs of special interpretation services under 28 U.S.C. 1828 .....	
Other costs (please itemize) .....	505.11
(Title Searches)	
TOTAL	\$ 2,125.11

SPECIAL NOTE: Attach to your bill an itemization and documentation for requested costs in all categories.

## DECLARATION

I declare under penalty of perjury that the foregoing costs are correct and were necessarily incurred in this action and that the services for which fees have been charged were actually and necessarily performed. A copy of this bill has been served on all parties in the following manner:

- ☒ Electronic service by e-mail as set forth below and/or.
- ☒ Conventional service by first class mail, postage prepaid as set forth below.

s/ Attorney: \_\_\_\_\_

Name of Attorney: Maryam Franzella

For: Capital One, National Association

Date: 11/4/2013

Name of Claiming Party

Costs are taxed in the amount of \_\_\_\_\_ and included in the judgment.

Clerk of Court

By: \_\_\_\_\_

Deputy Clerk

Date

# UNITED STATES DISTRICT COURT

WITNESS FEES (computation, cf. 28 U.S.C. 1821 for statutory fees)						
NAME, CITY AND STATE OF RESIDENCE	ATTENDANCE		SUBSISTENCE		MILEAGE	
	Days	Total Cost	Days	Total Cost	Miles	Total Cost
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
					TOTAL	\$0.00

## NOTICE

**Section 1924, Title 28, U.S. Code (effective September 1, 1948) provides:**

“Sec. 1924. Verification of bill of costs.”

“Before any bill of costs is taxed, the party claiming any item of cost or disbursement shall attach thereto an affidavit, made by himself or by his duly authorized attorney or agent having knowledge of the facts, that such item is correct and has been necessarily incurred in the case and that the services for which fees have been charged were actually and necessarily performed.”

**See also Section 1920 of Title 28, which reads in part as follows:**

“A bill of costs shall be filed in the case and, upon allowance, included in the judgment or decree.”

**The Federal Rules of Civil Procedure contain the following provisions:**

**Rule 54 (d)**

“Except when express provision therefor is made either in a statute of the United States or in these rules, costs shall be allowed as of course to the prevailing party unless the court otherwise directs, but costs against the United States, its officers, and agencies shall be imposed only to the extent permitted by law. Costs may be taxed by the clerk on one day’s notice. On motion served within 5 days thereafter, the action of the clerk may be reviewed by the court.”

**Rule 6(e)**

“Whenever a party has the right or is required to do some act or take some proceedings within a prescribed period after the service of a notice or other paper upon him and the notice or paper is served upon him by mail, 3 days shall be added to the prescribed period.”

**Rule 58 (In Part)**

“Entry of the judgment shall not be delayed for the taxing of costs.”

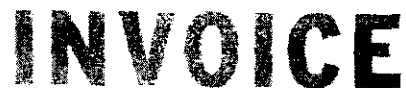


Client Reference #: 5789.0392

**Lazer, Aptheker, Rosella & Yedid, P.C.**  
225 Old Country Road  
Melville, NY 11747  
Phone: (631) 761-0800  
Fax: (631) 761-0013  
Attn: Donna Grillo

Foreclosure Search	\$400.00
Sales Tax Rate 8.625% Jurisdiction Code 4711	\$34.50
<b>Total Amount Due</b>	<b>\$434.50</b>

*Thank you. We appreciate your continued business!*



Date:	06/20/2013
Invoice/Title #	FCL-91146-13 B
Client Reference #	5789.0392

**Bill to:**

**Lazer, Aptheker, Rosella & Yedid, P.C.**  
225 Old Country Road  
Melville, NY 11747  
Phone: (631) 761-0800  
Fax: (631) 761-0013  
Attn: Melissa Schnettler

**Record Owner**

IFS Capital LLC  
Daniel A. Hesse

### Premises

280 Knickerbocker Avenue a/k/a 280, 282 and 284  
Knickerbocker Avenue  
Bohemia, NY 11716

## County

Suffolk

Two Continuations	\$65.00
Sales Tax Rate 8.625% Jurisdiction Code 4711	\$5.61
<b>Total Amount Due</b>	<b>\$70.61</b>

Please make check payable to:  
 Advantage Foreclosure  
 201 Old Country Road, Suite 200  
 Melville, NY 11747

Please remit payment within 30 days to the above address. If you have any questions regarding payment of this invoice, please contact Diane Striebel at 631.870.1044 or [dstriebel@advantagegroupny.com](mailto:dstriebel@advantagegroupny.com)

*Thank you. We appreciate your continued business!*



**INTERBORO ATTORNEY SERVICE**

2132 Wantagh Avenue, Wantagh, NY 11793

Phone 516-221-2800 -- FAX 516-221-9200

EMAIL: info@interboromex.com

LAZER, APTHEKER, ROSELLA & YEDID, P.C.  
225 OLD COUNTRY RD  
MELVILLE NY 11747

Invoice Date: 6/18/2013

Invoice # 4336

REDACTED

6/18/13

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# INTERBORO ATTORNEY SERVICE

2132 Wantagh Avenue, Wantagh, NY 11793

Phone 516-221-2000 FAX 516-221-0200

EMAIL: info@interboroatt.com

# REDACTED

Job #: 35586

Serve To: DANIEL A. HESSE

Rec'd: 5/28/2013

Served: 5/30/2013

Your #: 5789 0392

Person Served: DANIEL A. HESSE

Date	Description	Fee
	PERSONAL IN HAND SERVICE	\$85.00

Plaintiff: CAPITAL ONE NATIONAL ASSOCIATION

Job Total =

\$85.00

Defendant: DANIEL A. HESSE ET AL

Job #: 35587

Serve To: FS CAPITAL LLC

Rec'd: 5/28/2013

Served: 5/30/2013

Your #: 5789 0392

Person Served: DANIEL A. HESSE

Date	Description	Fee
	Regular Service	\$50.00

Plaintiff: CAPITAL ONE NATIONAL ASSOCIATION

Job Total =

\$50.00

Defendant: DANIEL A. HESSE ET AL

Job #: 35588

Serve To: NEW YORK STATE

Rec'd: 5/28/2013

Served: 5/31/2013

Your #: 5789 0392

Person Served: MARY HART

Date	Description	Fee
	Regular Service albany	\$50.00

Plaintiff: CAPITAL ONE NATIONAL ASSOCIATION

Job Total =

\$50.00

Defendant: DANIEL A. HESSE ET AL

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## INTERBORO ATTORNEY SERVICE

2132 Wantagh Avenue, Wantagh, NY 11793

Phone 516-221-2500 FAX 516-221-9200

EMAIL: [info@interboroattorney.com](mailto:info@interboroattorney.com)

Invoice For: LAZER, APTHEKER, ROSELLA & YEDID, P.C.

Job #: 35589      Serve To: NORTH SHORE LEASING &      Rec'd: 5/28/2013      Served:  
Your #: 5789 0392      Person Served:

Date	Description	Fee
	attempted service	\$50.00

Plaintiff: CAPITAL ONE NATIONAL ASSOCIATION      Job Total = \$50.00  
Defendant: DANIEL A HESSE ET AL

Job #: 35590      Serve To: UTICA MUTUAL INSURANCE      Rec'd: 5/28/2013      Served: 6/3/2013  
Your #: 5789 0392      Person Served:

Date	Description	Fee
	Regular Service new hantford ny	\$100.00

Plaintiff: CAPITAL ONE NATIONAL ASSOCIATION      Job Total = \$100.00  
Defendant: DANIEL A HESSE ET AL

Job #: 35591      Serve To: GRAPHIC ARTS MUTUAL      Rec'd: 5/28/2013      Served: 6/3/2013  
Your #: 5789 0392      Person Served:

Date	Description	Fee
	Regular Service	\$50.00

Plaintiff: CAPITAL ONE NATIONAL ASSOCIATION      Job Total = \$50.00  
Defendant: DANIEL A HESSE ET AL

Job #: 35592      Serve To: GERALDINE BIELLO      Rec'd: 5/28/2013      Served: 6/10/2013  
Your #: 5789 0392      Person Served:

Date	Description	Fee
	Regular Service	\$50.00
	OVERSIZE MAIL	\$5.00

Plaintiff: CAPITAL ONE NATIONAL ASSOCIATION      Job Total = \$55.00  
Defendant: DANIEL A HESSE ET AL

Job #: 35593      Serve To: NICHOLAS IORIO      Rec'd: 5/28/2013      Served: 6/10/2013  
Your #: 5789 0392      Person Served: MARIAN IORIO

Date	Description	Fee
	Regular Service	\$50.00
	OVERSIZE MAIL	\$5.00

Plaintiff: CAPITAL ONE NATIONAL ASSOCIATION      Job Total = \$55.00  
Defendant: DANIEL A HESSE ET AL

Job #: 35594      Serve To: MARIAN IORIO      Rec'd: 5/28/2013      Served: 6/10/2013  
Your #: 5789 0392      Person Served: MARIAN IORIO

Date	Description	Fee
	PERSONAL IN HAND SERVICE	\$65.00

Plaintiff: CAPITAL ONE NATIONAL ASSOCIATION      Job Total = \$65.00  
Defendant: DANIEL A HESSE ET AL

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## INTERBORO ATTORNEY SERVICE

2122 Wantagh Avenue Wantagh, NY 11793

Phone 516-231-2000 FAX 516-231-9200

EMAIL info@interboroattorney.com

Invoice For LAZER APTHEKER ROSELLA & YEDID, P.C.

Job #: 35595 Serve To: FRED DESANTI Rec'd: 5/29/2013 Served: 6/1/2013

Your #: 5789 0392 Person Served: FRED DESANTI

Date	Description	Fee
	PERSONAL IN HAND SERVICE	\$85.00

Plaintiff: CAPITAL ONE NATIONAL ASSOCIATION

Job Total = \$85.00

Defendant: DANIEL A HESSE ET AL

Job #: 35596 Serve To: KENNETH REID Rec'd: 5/29/2013 Served: 5/29/2013

Your #: 5789 0392 Person Served: JANE DOE \*

Date	Description	Fee
	Regular Service	\$50.00
	OVERSIZE MAIL	\$5.00

Plaintiff: CAPITAL ONE NATIONAL ASSOCIATION

Job Total = \$55.00

Defendant: DANIEL A HESSE ET AL

Job #: 35597 Serve To: WASHINGTON Rec'd: 5/29/2013 Served: 6-6-2013

Your #: 5789 0392 Person Served:

Date	Description	Fee
	out of state service	\$140.00

Plaintiff: CAPITAL ONE NATIONAL ASSOCIATION

Job Total = \$140.00

Defendant: DANIEL A HESSE ET AL

Job #: 35600 Serve To: JOHN DOE AKA JIM SAYERS Rec'd: 5/28/2013 Served: 5/30/2013

Your #: 5789 0392 Person Served: JOHN DOE AKA JIM SAYERS

Date	Description	Fee
	Regular Service	\$50.00

Plaintiff: CAPITAL ONE NATIONAL ASSOCIATION

Job Total = \$50.00

Defendant: DANIEL A HESSE ET AL

Job #: 35601 Serve To: JANE DOE AKA STRESSFREE Rec'd: 5/29/2013 Served: 5/30/2013

Your #: 5789 0392 Person Served: CHRISTINA APRILE

Date	Description	Fee
	Regular Service	\$50.00
	FILE	\$5.00

Plaintiff: CAPITAL ONE NATIONAL ASSOCIATION

Job Total = \$55.00

Defendant: DANIEL A HESSE ET AL

Job #: 35602 Serve To: ALL DOES Rec'd: 5/28/2013 Served: 5/31/2013

Your #: 5789 0392 Person Served:

Date	Description	Fee
	1303 NOTICE 2@35	\$70.00
	MAIL 2@750	\$15.00

Plaintiff: CAPITAL ONE NATIONAL ASSOCIATION

Job Total = \$85.00

Defendant: DANIEL A HESSE ET AL

We accept all major credit cards

&RRCourt Name: Eastern District of New York  
Division: 2  
Receipt Number: NYED012471  
Cashier ID: dromano  
Transaction Date: 05/17/2013  
Payer Name: Lazer Aptheker

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CIVIL FILING FEE

For: Lazer Aptheker  
Case/Party: D-NYE-1-13-CV-002995-000  
Amount: \$400.00

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PAPER CHECK CONVERSION

Amt Tendered: \$400.00

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Total Due: \$400.00  
Total Tendered: \$400.00  
Change Amt: \$0.00

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
CAPITAL ONE, NATIONAL ASSOCIATION,  
successor by merger to North Fork Bank,

Plaintiff,

- against -

**NOTICE OF  
PENDENCY**

13-14678

DANIEL A. HESSE, IFS CAPITAL LLC, NEW YORK  
STATE DEPARTMENT OF TAXATION AND  
FINANCE, NORTH SHORE LEASING & FUNDING,  
INC., UTICA MUTUAL INSURANCE COMPANY,  
GRAPHIC ARTS MUTUAL INSURANCE COMPANY,  
GERALDINE BIELLO, NICHOLAS IORIO, MARIAN  
IORIO, FRED DESANTI, KENNETH REID,  
WASHINGTON INTERNATIONAL INSURANCE  
COMPANY,

Case No. CV-13-2905

Date Filed: 5/17/13

**FILED**

JUN 04 2013

COUNTY CLERK  
JUDITH A. PASCALE

"JOHN DOE #1" through "JANE DOE #80," the last  
eighty names being fictitious and unknown to the Plaintiff,  
the person or parties intended being the person or parties, if  
any, having or claiming an interest in or lien upon the  
mortgage premises described in the Complaint,

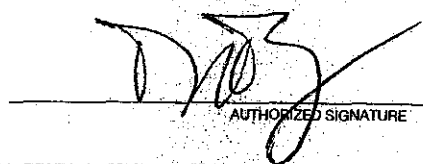
Defendants.

-----X  
NOTICE IS HEREBY GIVEN that an action has been commenced and is pending  
in this Court upon a Complaint of the above named Plaintiff against the above  
Defendants for the foreclosure of:

(I)

i. a Mortgage and Security Agreement dated February 14, 1991 by LSD  
Associates ("LSD") to The North Fork Bank & Trust Company ("North  
Fork Trust") to secure the principal sum of \$250,000.00 which  
mortgage was recorded in the Suffolk County Clerk's Office on  
February 27, 1991 in Liber 16608, Page 571;

a. which mortgage (i) was modified and extended by Mortgage  
and Note Modification and Extension Agreement dated May 29,  
1996 by LSD to North Fork Bank, recorded in the Office of the  
Clerk of Suffolk County on June 11, 1996 in Liber 19071 Page

<b>LAZER, APTHEKER, ROSELLA &amp; YEDID, P.C.</b> <b>ATTORNEYS AT LAW</b> ATTORNEYS OPERATING ACCOUNT 225 OLD COUNTRY ROAD MELVILLE, NY 11747		TD BANK America's Most Convenient Bank 1-1367-260	12635 5/7/2013 **80.00** DOLLARS
PAY TO THE ORDER OF	Clerk of the Court  ***Eighty & No/100 ***  Clerk of the Court	 AUTHORIZED SIGNATURE	
MEMO 5789.0392			

⑈012635⑈ ⑈026013673⑈ ⑈253202108⑈

LAZER, APTHEKER, ROSELLA & YEDID, P.C.  
ATTORNEYS OPERATING ACCOUNT

12635

Clerk of the Court

5/7/2013

Invoice Date	Reference No.	Description
5/7/2013		

Amount
80.00

ms

Commerce Operating Account

5789.0392  
Hesse, Daniel

Check Amount

80.00

FILE COPY

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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CAPITAL ONE, NATIONAL ASSOCIATION,  
successor by merger to North Fork Bank,

Plaintiff,

- against -

DANIEL A. HESSE, IFS CAPITAL LLC, NEW YORK STATE DEPARTMENT OF  
TAXATION AND FINANCE, NORTH SHORE LEASING & FUNDING, INC., UTICA  
MUTUAL INSURANCE COMPANY, GRAPHIC ARTS MUTUAL INSURANCE  
COMPANY, GERALDINE BIELLO, NICHOLAS IORIO, MARIAN IORIO, FRED  
DESANTI, KENNETH REID, WASHINGTON INTERNATIONAL INSURANCE  
COMPANY,

"JOHN DOE #1" through "JANE DOE #80," the last eighty names being fictitious and  
unknown to the Plaintiff, the person or parties intended being the person or parties, if any,  
having or claiming an interest in or lien upon the mortgage premises described in the  
Complaint,

Defendants.

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PROPOSED JUDGMENT AND BILL OF COSTS

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**LAZER, APTHEKER, ROSELLA & YEDID, P.C.**

*Attorneys for Plaintiff*  
ATTORNEYS AT LAW  
MELVILLE LAW CENTER  
225 OLD COUNTRY ROAD  
MELVILLE, NEW YORK 11747  
(631) 761-0800